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A G R E E M E N T

between

WATER UTILITY SUPERVISORS

and

CITY OF ELIZABETH

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DATED: *April 17 1980 — March 31 1982*

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WATER UTILITY SUPERVISORS

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AGREEMENT entered into this 2<sup>nd</sup> day of May 1980 by and between the CITY OF ELIZABETH, NEW JERSEY, herein-after referred to as the "City" and the WATER UTILITY SUPERVISORS ASSOCIATION OF THE DEPARTMENT OF PUBLIC WORKS, hereinafter referred to as "Water Utility Supervisors" or the "Association".

ARTICLE I  
RECOGNITION

1. The City hereby recognizes the Water Utility Supervisors Association as the exclusive and sole representative for collective negotiations concerning salaries, hours and other terms and conditions of employment for all the employees serving in the following titles: Water and Sewer Superintendent, Assistant Water Superintendent, General Water Foreman, Water Foreman and Water Meter Repairman Foreman, excluding all others.

2. Unless otherwise indicated, the terms "Water Supervisors", "Supervisors", "employee" or "employees", when used in this Agreement, shall refer to all persons represented in the above-defined unit.

ARTICLE II  
GRIEVANCE PROCEDURE AND ARBITRATION

In the event that any difference or dispute should arise between the City and the Water Supervisors Association or its members employed by the City, over the application and interpretation of the terms of this Agreement, an earnest effort shall be made to settle such differences immediately and in the following manner, provided the grievance is filed in writing within ten (10) calendar days of its occurrence or employee's knowledge thereof:

- STEP 1. Between the aggrieved employee and his immediate supervisor. If no satisfactory agreement is reached within three (3) working days, then
- STEP 2. Between the aggrieved employee and the next supervisor, through and including the Director of the Department of Public Works. Another member of the association may participate if requested to do so by the aggrieved employee provided said employee is not directly involved, then
- STEP 3 the matter may be referred to the Civil Service Commission.

ARTICLE III  
WORK WEEK

1. The employer agrees that the normal work schedule for each employee shall be eight (8) hours per day, five (5) days per week from 8:00 a.m. to 4:30 p.m. Monday, through Friday. This does not constitute a guarantee.

2. Work schedules shall be at the discretion of the Director of Public Works.

3. When special programs require new scheduling, the Director will give notice to the Union whenever practicable. Changes on work schedules will not be made to circumvent the assignment of overtime to employees.

4. The employer agrees to allow employees sufficient time to return to the garage for the afternoon meal period.

5. The employer agrees to allow a ten (10) minute break once during each four (4) hour work period, unless there is an emergency. Should there be overtime, the additional ten (10) minute break will be granted after one (1) hour of each overtime at the supervisor's discretion.

6. The employer agrees to allow a fifteen (15) minute wash-up time for employees at the garage. Where employees work in the field, they are required to be in the garage to permit fifteen (15) minutes wash-up time immediately prior to quitting time.

7. Employees will be assigned to standby once every three (3) weeks for periods of one week unless excused by management. Such employees assigned to standby shall have preference to call-out time.

While on standby, the employee need not stay at home, however, he shall provide a means to be contacted for a call-out assignment.

8. Use of utility equipment shall not be made without the superintendent's or the employee's supervisor's authority.

ARTICLE IV  
OVERTIME

One and one-half (1-1/2) times the straight time base hourly rate shall be paid for:

1. All hours spent in the service of the employer in excess of eight (8) hours in any twenty-four (24) hour period.

2. All hours spent in the service of the employer on any Saturday provided the employee does not have an unexcusable absence during that week.

Two (2) times the straight time hourly base rate of pay shall be paid for all time spent in the service of the employer on any Sunday.

Opportunity to earn premium pay shall be rotated with the intention of achieving equitable distribution where practicable, provided the employee is qualified, available and willing to perform the overtime assignment.

ARTICLE V  
CALL OUT TIME

If an employee, covered by this Agreement, is called out for work at a time other than his regular work period, including calls while on standby, he shall be paid the prevailing overtime rates but with a minimum pay equivalent to three (3) hours pay at the prevailing premium rate of pay.

If the employee completes the emergency he was called out on and leaves the premises and is called out the second time within the same number of hours he is being paid for, it will be considered as one call-out when computing his time.

The determination of the number of employees to be called out shall be within the discretion of the superintendent or his designee.

ARTICLE VI  
HOLIDAYS

1. An employee not required to work shall nevertheless receive wages based upon eight (8) hours straight time hourly rate of pay for each of the following holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Election Day
Good Friday	Veteran's Day
Memorial Day	Thanksgiving Day
Independence Day	Friday after Thanksgiving
Christmas Day	Dr. Martin Luther King's Birthday

And any additional holiday which may be declared by executive order of the President, Governor or Mayor.

2. When one of the above days fall on Saturday, employees who normally have Saturday off will be off Friday.

3. If any of the above holidays fall on Sunday, Monday will be considered as the holiday.

4. Where the department operates on any of the above holidays, employees required to work shall receive their holiday pay plus additional time and one-half for all hours worked between 8:00 a.m. and 4:30 p.m. Work performed prior to 8:00 a.m. after 4:30 p.m. on a holiday shall be compensated at double time the base rate of pay.



ARTICLE VII  
LONGEVITY

1. All full-time permanent employees of the Water Utility in the classified service of Civil Service, and covered by this Agreement, shall be entitled to longevity pay in accordance with the schedule contained in this Article. Longevity pay shall be applied on the basis of the employee's anniversary date of employment as follows--if the employee's anniversary falls between January 1 and June 30, he shall be entitled to adjusted longevity pay retroactive to January 1; if the employee's anniversary date falls between July 1 and December 31, he shall be entitled to adjusted longevity pay retroactive to July 1.

2. The scale of longevity pay shall be as follows:

5th year of employment to completion of	
9th year-----	2%
10th year of employment to completion of	
14th year-----	4%
15th year of employment to completion of	
19th year-----	6%
20th year of employment to completion of	
24th year-----	8%
25th year of employment and over-----	10%

ARTICLE VII  
UNIFORMS

The employer shall provide and maintain at no cost to the employees the following uniforms:

5 sets of summer trousers and shirts

5 sets of winter trousers and long sleeve shirts

1 calvary twill lined finger-tipped length surcoat

The above-mentioned clothing will be selected by the Water and Sewer Superintendent.

The employer shall also provide each employee with the following gear in addition to any other protective clothing or equipment necessary to perform his duties:

Safety glasses    Boots    Rain Suit

Gloves (normal  
usage 4 prs/  
year)

Safety Hat

The employer shall replace uniforms, protective clothing and other issued equipment as required.

The employee must not use any uniforms or equipment for any other City job. On his termination, the employee must return all City-provided equipment. Failure to abide by safety rules and to use safety equipment may result in disciplinary action.

ARTICLE IX  
INSURANCE

1. All employees covered by this Agreement and eligible members of their family shall be entitled to full coverage of Blue Cross and Blue Shield hospitalization plans, including Rider "J" of the New Jersey Blue Cross and Major Medical INSurance, the premiums of which shall be paid for by theCity.

2. The City acknowledges that the rules and regulations of the State Health Benefits Commission established that Chapter 88 P.L. 1974 does:

(a) apply to all eligible present and future pensioners of the employer and their dependents.

(b) continue as long as the State is paying the cost of its eligible pensioners and their dependents in accordance with the provisions of Chapter 75, Public Laws of 1972.

(c) provide for local employer reimbursement of Federal Medicare premiums for eligible pensioners and/or their spouses, as well as the payment of health insurance premiums required by the program, on a basis comparable to the reimbursement made by the State to its eligible pensioners and their spouses in accordance with the provisions of Chapter 75, Public Laws of 1972.

(d) require the local employer to pay the full cost of such premiums and Medicare charges.

3. The City hereby agrees to pay the premium or periodic charges for the benefits provided to all eligible retired employees and their dependents covered under the program but not including survivors, if such employees retired from a State or locally-administered retirement system effective after the date the employer adopted the State Health Benefits Program on a benefit based on 25 years or more of service credited in such retirement system, excepting the employees who elected deferred retirement, but including the employees

ARTICLE IX  
INSURANCE (continued)

who retired on disability pensions based on fewer years of service credited in such retirement system and also to reimburse such retired employees for their premium charges under Part B of the Federal Medicare Program covering the retired employees' spouses in accordance with the regulations of the State Health Benefits Commission.

4. All employees covered by this Agreement and eligible members of their families will be covered by a Prescription-Drug Plan. The premiums will be paid by the City.

5. All other insurance benefits presently in effect shall be maintained throughout the period of the contract.

6. The City will implement a dental plan for all employees covered by this agreement on or before July 1, 1981. The premiums will be paid by the City.

ARTICLE X  
VACATIONS

1. The employees covered by this agreement shall be entitled to vacation leave with pay according to the following schedule.

1st year - 1 working day per mont  
(1st 3 months earned but cannot spend)

<u>BEGINNING</u>	<u>END</u>	
2nd year	5th year	13 working days
6th year	10th year	15 working days
11th year	15th year	18 working days
16th year	20th year	20 working days
21st year	25th year	23 working days
after 25 years		26 working days

Upon completion of twenty-five (25) years of continuous service, the employee shall receive five (5) extra days of vacation for that anniversary year only.

2. Vacation time must be used in the year that it is earned. However, one year's accumulation may be carried into the next succeeding year. Should circumstances warrant, this provision may be waived by the director and the Business Administrator.

3. The vacation period shall be the calendar year, from the 1st day of January to the 31st day of December. Vacations shall be scheduled by the Director or his designee, giving preference to employee choice according to seniority, where practicable and where consistent with continued, efficient operations.

4. Employees covered by this agreement who are entitled to vacation leave at the time of retirement, shall receive the earned vacation which has not been taken, effective thirty (30) days prior to the date of retirement.

5. Twenty-four (24) hours notice shall be given to the Superintendent or his designee by the employee before a

ARTICLE X  
VACATIONS (continued)

vacation day may be granted.

6. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation.

7. Vacation pay will be paid on the pay day prior to the start of the vacation period, upon request of the individual employee. The employer requires a two (2) week's notice of such request.

8. It is understood by the parties that the extra vacation day added to the schedule in paragraph 1, beginning with the sixth year, shall accrue in 1980 but shall not be used until 1981.

ARTICLE XI  
LEAVE WITHOUT PAY

Any covered employee desiring leave without pay for personal reasons, up to a maximum period of ninety (90) days shall make a request in writing to the Director not less than two weeks in advance of the date for which such leave is desired, except in the event of an emergency, stating the reason for the leave and the time requested. Leaves may be granted or denied at the discretion of the director. Extensions of such leaves may be granted providing that at least two (2) weeks prior to the date on which the initial and subsequent leave would terminate the employee requests said extension of the director. Falsification of the reason for leave or failure to return promptly at the expiration of a leave shall be considered reason for summary discharge. Leaves shall be granted or denied in writing. At the request of the Director, returning employee(s) may be required to undergo a physical examination by the City physician prior to reinstatement.

ARTICLE XII  
JURY DUTY

A regular, full-time employee only, who loses time from his job because of Jury Duty as certified by the County Court shall immediately notify his supervisor.

An employee who is excused from Jury Duty service on any day shall report for work on such day.

An employee shall not be required to report back for work on any day he is in attendance at Court for Jury Duty service, regardless of the employee's shift.

Any payment received for Jury Duty must be turned in to the employer through the employee's department head less allowance for travel and meal expense.

The employer retains the right to request that the employee be excused from Jury Duty because he is required on the job.



ARTICLE XIII  
FUNERAL LEAVE

1. A regular, full-time employee who is excused from work because of death in his immediate family shall be granted additional sick leave, and be paid his straight time rate of pay for the regularly, scheduled working hours during the first seventy-two (72) hours following the death, but all such leave benefits will terminate at the end of the day of the funeral. The employee will be excused when he notifies his supervisor that a death has occurred in his immediate family and that he wishes to be excused. The employee's immediate family is considered to include: spouse, children, brothers, sisters, parents, parent-in-law, brother-in-law, sister-in-law, grandparents and grandchildren of employee or spouse.

Not more than eight (8) hours pay per day, or a total of twenty-four (24) hours pay will be allowed under the provisions of this section.

One (1) working day shall be allowed in the event of the death of an aunt or uncle.

This provision also applies for any other relative who resides with the employee. Special cases may be referred to the Director.

Sick leave with pay as provided in this section is intended to be used for the purpose of handling necessary arrangements and attending the funeral of the deceased member of the immediate family and shall neither be accumulated to nor deduct from his normal sick leave above. If the employee does not attend the funeral of the deceased, pay allowance (as provided in this section) will not be allowed.

ARTICLE XIV  
MILITARY LEAVE

1. Any regular employee who is called into active service or who volunteers for service in the Armed Forces of the United States, shall be given a leave of absence for, and will accumulate seniority during such period of service not to exceed four (4) years. Upon the termination of such service, he will be re-employed at the rate of pay prevailing for work to which he is assigned at the time of his re-employment provided, however, he has not been dishonorably discharged, his job or a comparable job is available, he is physically, mentally and emotionally able to perform such work, and he makes written application for reinstatement within ninety (90) days after discharge.

2. Any employee required to be absent from work because of annual active duty training shall receive the difference between base rate for military duty and their regular, straight-time rate for such annual active duty training. Proof of required service and of pay received may be requested by the director.

ARTICLE IV  
SICK LEAVE

1. Sick leave means the absence of an employee because of illness, exposures to contagious disease, attendance upon a member of his immediate family seriously ill and requiring the care of attendance of such employee.

2. Sick leave shall accrue to full-time employees on the basis of one working day per month during the remainder of the first calendar year of employment after initial employment and fifteen (15) working days in every calendar year thereafter. Sick leave allowance not used in any calendar year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. If an employee is absent for reasons that entitle him to sick leave, his supervisor shall be notified no later than 8:00 a.m. of the day to be taken. FAILURE to so notify his supervisor may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. An employee who shall be absent on sick leave for periods totaling fifteen days in one calendar year consisting of periods of less than five (5) days, may be required to submit acceptable medical evidence for any additional sick leave in that year whenever such requirement appears reasonable, unless such illness is of a chronic or recurring nature requiring recurring absence of one day or less in which case only one certificate shall be necessary for a period of six (6) months.

(b) Sick leave may not be used until it has been earned; however, in special cases where an employee's sick leave is exhausted the employee may apply for additional sick leave with pay as cited in N.J.S.A. 11:24A-4.

(c) An employee shall not be reimbursed for accrued sick leave at the time of termination of his employment.

ARTICLE XVI  
PERSONAL DAY

After one (1) year of service computed from the last date of hire, full-time employees may be granted one (1) Personal Leave Day during each year of this contract for any of the following reasons:

1. Religious observance
2. Death of a blood relative not included in the funeral leave section.
3. Personal, legal, business, household or family matters of an emergency nature, not covered elsewhere in the agreement provided the employee states the specific reason for the request and such is approved by the department head of which a record will be made.

Employees will be granted one (1) Personal Leave Day per contract year. This day shall not be accumulated.

Such leave will be granted on a twenty-four (24) hour notice to the Superintendent.

ARTICLE XVII  
SENIORITY

Seniority is defined to mean the accumulated length of continuous service with the department, computed from the last date of hire. An employee's length of service shall not be reduced by time lost due to authorized leave of absence for bona fide illness or injury certified by a physician not in excess of one (1) year. Seniority shall be lost and employment terminated if any of the following occur:

- (a) Discharge
- (b) Resignation
- (c) Failure to return promptly upon expiration of authorized leave
- (d) Absence for five (5) consecutive working days without leave or notice
- (e) Absence for illness or injury for more than one (1) continuous year

ARTICLE XVIII  
SAFETY

The employer shall not require, direct or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will either determine and advise how the work can be performed safely or will direct the cessation of the work if he finds conditions warrant such determination.

ARTICLE XIX  
BAN ON STRIKES

It is recognized that continued and uninterrupted service to the residents of the City is of paramount importance; therefore, there shall be no interference with such operation.

Adequate procedures having been provided for the equitable settlement of grievances arising out of this agreement, parties hereto agree that there shall not be and that members of the association will not engage in, encourage, sanction, or suggest, strikes, slowdowns, mass resignations, mass absenteeism, or other suspension of or interference with normal work performance.

The director shall have the right to discipline, up to and including discharge, any employee in violation of this article.

ARTICLE IX  
FLEXIBILITY OF ASSIGNMENT

1. Employees, regardless of regular assignments, may be re-assigned to perform other duties related to the supplying of water to residents of the City.

2. Upon the execution of this agreement, employees appointed to act in a higher title for more than one week, forty hours, shall receive the minimum of the range paid that title. However, the employee's longevity will not change; it shall be based on his pay in his permanent position.

All assignments to act in a higher title will not be made by the Director of Public Works and/or his designee.



ARTICLE XXI  
RULES AND REGULATIONS

The Director may establish and enforce binding rules and regulations in connection with the operation of the Water Utility and maintenance of discipline, provided such rules and regulations are not in conflict with this agreement. Copies shall be furnished the Association.

It is understood that employees shall comply with all rules and regulations of the department, and order or directives issued by the director or his designee, from time to time. Employees shall promptly and efficiently execute the instructions and orders of their supervisors. If an employee or employees believe a rule, regulation, instruction of a superior is unreasonable or unjust, the employee or employees shall comply with the rule, regulation, order or instruction, but with the further provision that such employee or employees may regard the rule, regulation, order or instruction as a grievance which shall be handled in accordance with the grievance procedure set forth in this contract.

In the event that an employee or employees shall refuse to comply with a rule or regulation, or shall refuse to execute promptly and efficiently an order of a superior, appropriate action shall be within the province of the director or his designee, subject only to the right of the employee or file a grievance.

ARTICLE XXII  
SUPERVISORS

Those serving in the titles covered by this agreement are considered supervisors and as such shall not perform work assigned to the rank and file unless manpower able and willing is not available. This shall not mean that supervisors cannot help out in emergencies and render assistance when necessary, nor shall it be construed to prohibit supervisors from performing work while instructing, experimenting, or doing research for the improvement of methods and procedures.

ARTICLE XXIII

DISCIPLINE AND DISCHARGE

It is agreed that nothing herein shall in any way prohibit the Director from discharging or otherwise disciplining any employee, regardless of his seniority, for just cause subject to Civil Service rules and regulations. Grounds for summary discharge shall include, but not be limited to, drunkenness on the job, dishonesty, careless use or abuse of City property, insubordination, negligence in the performance of duties and incompetence.

In the event that a discharged employee feels that he has been unjustly dealt with, said employee or the Association, with the permission of the employee, shall have the right to file a grievance which must be in writing within ten (10) calendar days from the time of discharge. Said complaint will be treated as a grievance, subject to the grievance procedure herein provided. If no complaint is filed within the time specified, then said discharge shall be deemed to be absolute.

ARTICLE XXIV  
MANAGEMENT RESPONSIBILITY

It is recognized that the management of the Water Utility, the control of its properties and the maintenance of order and efficiency, are solely responsibilities of the City. Accordingly, the City (Director of Public Works) retains the following rights, except as specifically provided in this agreement, including, but not limited to selection and direction of the force: to hire, suspend or discharge for cause; to make reasonable and binding rules which shall not be inconsistent with this agreement; to assign, promote, demote or transfer; to determine the amount of overtime worked; to relieve employees from duty because of lack of work as provided for in N.J.S.A. 11:22-10.1 and N.J.S.A. 11:22-10.2, or for other legitimate reasons; to decide on the number and location of facilities; to determine the work to be performed, amount of supervision necessary, equipment, methods, schedules, together with the selection, procurement, designing, engineering and the control of equipment and materials; and to purchase services of others, contract or otherwise.

City-wide employee benefits granted during the life of this agreement will include employees covered by this contract.

ARTICLE XXV  
WAGES

Effective April 1, 1980, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$600.00 as reflected in Appendix A hereto attached.

Effective October 1, 1980, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$400.00 said increase will be reflected in a future salary ordinance. In addition, those covered employees eligible within the terms of the City's salary schedule shall receive one (1) increment, effective January 1, 1981; however, no employee will be paid a salary rate above the maximum of the range for his title.

Effective April 1, 1981, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$600.00, said increase will be reflected in a future salary ordinance.

Effective October 1, 1981, regular full-time employees covered by this agreement shall receive an across-the-board increase of \$400.00, said increase will be reflected in a future salary ordinance.

In addition to the above, those covered employees eligible within the City's salary schedule shall receive one (1) increment effective January 1, 1982; however, no employee will be paid a salary rate above the maximum of the range for his title.

In addition to the above, Rank 1-40-SW will receive an additional \$200.00 base pay on October 1, 1980 and October 1, 1981.

APPENDIX "A"

WATER UTILITY SUPERVISORS

Effective April 1, 1980

<u>Title</u>	<u>Table of Organ- ization</u>	<u>Range</u>	<u>Min.</u>	<u>Max.</u>	<u>Inc.</u>	<u>Steps</u>
Assistant Water Superintendent	1	1-40-SW	15,450	17,700	450	5
General Water Foreman M/W	1	1-40-SW	15,450	17,700	450	5
Water and Sewer Superintendent	1	1-40A-SW	18,900	21,150	450	5
Water Foreman M/W	3	3-40-SW	13,350	15,600	450	5
Water Meter Repairman Foreman M/W	1	3-40-SW	13,350	15,600	450	5

ARTICLE XXVI  
APPROPRIATION OF FUNDS

All wages and other financial benefits accruing to employees covered by this agreement shall be specifically subject to the appropriation of adequate and necessary funds therefor by the Elizabeth City Council in its annual municipal budget or as otherwise provided by law.

ARTICLE XXVII  
EMBODIMENT OF AGREEMENT

This document constitutes the sole and complete agreement between the parties, and embodies all the terms and conditions governing the employment of employees in the unit. The parties acknowledge that they have had the opportunity to present and discuss proposals on any subject which is (or may be) subject to collective bargaining.



ARTICLE XXVIII  
TERM OF AGREEMENT

1. This agreement shall be in full force and effect from *April 1* 1980 through and including the day of *March 31* 1982. If either party wishes terminate, amend, or otherwise modify the terms and conditions set forth herein at the time of expiration, he must notify the other party in writing not less than sixty (60) days prior to such expiration.

The agreement shall remain in full force and effect on a day-to-day basis during collective negotiations between the parties extending beyond the date of expiration set forth herein, unless and until either party serves the other with written notice of termination, by registered mail, in which event the agreement shall terminate five (5) days following receipt of such notice.

ARTICLE XXIX  
SEVERABILITY

In the event that any provision of this agreement between the parties shall be held by operation of law, or by a court or administrative agency of competent and final jurisdiction to be invalid or unenforceable, the remainder of the provisions of such agreement shall not be affected thereby but shall be continued in full force and effect. It is further agreed that in the event any provision is finally declared to be invalid or unenforceable, the parties shall meet within thirty (30) days of written notice by either party to the other to negotiate concerning the modification or revision of such clause or clauses.

IN WITNESS WHEREOF, the parties have caused their names to be signed on this 2<sup>nd</sup> day of May 1980.

CITY OF ELIZABETH, NEW JERSEY

BY: Thomas G. Dunn  
THOMAS G. DUNN, Mayor

ATTEST:

John J. Dwyer  
JOHN J. DWYER, City Clerk

SUPERVISORS ASSOCIATION, WATER  
UTILITY, CITY OF ELIZABETH

BY: Frank M. Lech  
J. J. Long